

Insurance certificate – Brim Standard Mastercard®

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These insurance products are underwritten by Royal & Sun Alliance Insurance Company of Canada.

\$100,000 COMMON CARRIER ACCIDENT INSURANCE

PLEASE READ THIS CERTIFICATE CAREFULLY BEFORE YOU TRAVEL AND TAKE IT WITH YOU WHEN YOU TRAVEL.

Royal & Sun Alliance Insurance Company of Canada (herein called the “Company”) certifies that the persons described below (herein individually called the “*insured person*”) are insured against a loss specified in the Schedule of Accidental Losses, resulting directly and independently of all other causes from *accidental bodily injury* which arises within the Scope of Coverage, and is suffered by an *insured person* while Master Policy PSIO52693797 issued to Brim Financial Inc. (herein called “Brim”) and dated November 1, 2017 (herein called the “Policy”) is in force, to the extent set forth in the Policy, subject to all of its provisions. This is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate outlines what \$100,000 *Common Carrier* Accident Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that *you* read and understand this certificate as *your* coverage is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if in Canada or the U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world.

This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

Definitions

Throughout this certificate all *italicized* terms have the specific meaning described below:

“**Accidental Bodily Injury**” means bodily injury which is sustained by an *insured person* as a direct result of an unintended, unanticipated *event*, provided such *event* is external to the body and occurs while the *insured person’s* insurance under the Policy is in force.

“**Card**” means the Mastercard issued in Canada by Brim.

“**Cardmember**” means the holder of a *card* that is in *good standing*, whose name is embossed on such *card*.

“**Common Carrier**” means any land, water, or air conveyance operated under a license for the transportation of *passengers* for hire and for which a *ticket* has been obtained. *Common carrier* does not include any conveyance that is hired or used for a sport, gamesmanship, contest, cruise and/or recreational activity, regardless of whether such conveyance is licensed.

“Dependent Children” means an unmarried child of the *cardmember* or his or her *spouse* who is, at the date of purchase of *your ticket*, at least 15 days old, dependent on the *cardmember* or his or her *spouse* for support and:

- a. is under 21 years of age; or
- b. is a full-time student who is under 26 years of age; or
- c. has a permanent physical impairment or a permanent mental disability.

“Full Fare” means one hundred per cent (100%) of the *common carrier ticket* price, which was charged to the *card*. *Full fare* is extended to include a *common carrier ticket* obtained through the redemption of points from the *card* reward program.

“Good Standing” means that the *card* account is not more than ninety (90) days past due, credit has not been revoked and the *card* has not been cancelled.

“Insured Person” means the *cardmember*, *spouse* and *dependent children* whether travelling together or not, when the *full fare* is charged to the *cardmember’s card* account. An Additional Member, as defined in the *Card Member Agreement*, who is not the *cardmember’s spouse* or *dependent children* is not covered.

“Loss” and **“Losses”** means *loss* of life or a *loss*:

1. Of hand or foot, and means complete severance through or above the wrist or ankle joint;
2. Of arm or leg, and means complete severance through or above the elbow or the knee joint;
3. Of thumb and index finger, and means complete severance through or above the first (1st) phalange;
4. Of sight of one eye, and means the total and irrecoverable *loss* of sight of an eye, such that corrected visual acuity must be 20/200 or less;
5. Of speech, and means the complete and irrecoverable *loss* of the ability to utter intelligible sounds;
6. Of hearing, and means permanent *loss* of hearing in both ears, with an auditory threshold of more than ninety (90) decibels in each ear;
7. Related to quadriplegia, paraplegia and hemiplegia, and means the complete and irreversible paralysis of such described limbs; or
8. Of use, and means the total and irrevocable *loss* of use provided it is continuous and is determined to be permanent by a physician approved by the Company.

“Passenger” means an *insured person* riding onboard a *common carrier*. The definition of *passenger* does not include a person acting as a pilot, operator or crew member.

“**Spouse**” means the person to whom the *cardmember* is legally married or with whom the *cardmember* has been living in a conjugal relationship for at least the last 12 months and who resides in the same household.

“**Ticket**” means a form of documentation in which the *full fare* is pre-paid and charged to the *card* and allows for the admission of an *insured person* onto a *common carrier*. *Ticket* is extended to include a *common carrier ticket* included in a travel itinerary package provided the *full fare* has been pre-paid with the *card* and clearly identified as an inherent part of such travel itinerary package *full fare*.

SCOPE OF COVERAGE

Subject to the terms of the Policy, a covered accident is one to which the *insured person* may be exposed while:

1. Riding as a *passenger* in, on, boarding or alighting from a *common carrier* for which the *full fare* was charged to the *cardmember's card*;
2. Travelling as a *passenger* in, on, boarding or alighting from a *common carrier* directly to or from a terminal, station, pier or airport, either:
 - a) Immediately preceding a scheduled departure onboard a *common carrier*; or
 - b) Immediately following a scheduled arrival of a *common carrier*;
3. In the terminal, station, pier or airport prior to or after boarding or alighting from a *common carrier*.

DESCRIPTION OF BENEFITS

If *accidental bodily injury*, directly and independently of all other causes, results in any of the following *losses* within three hundred and sixty-five (365) days after the date of a covered accident, as described in the Scope of Coverage, the Company will pay a benefit for the *loss* based on the applicable amount from the table below:

SCHEDULE OF ACCIDENTAL LOSSES	Amount
Loss of life	\$100,000
Quadriplegia (both upper and lower limbs)	\$100,000
Paraplegia (both lower limbs)	\$100,000
Hemiplegia (upper and lower limbs of one side of body)	\$100,000
Loss of speech	\$100,000
Loss of hearing	\$100,000
Loss or loss of use of one arm or one leg	\$75,000
Loss or loss of use of one hand or one foot	\$50,000
Loss of sight of one eye	\$50,000
Loss or loss of use of thumb and index finger of the same hand	\$25,000

The maximum indemnity payable to an *insured person* resulting from one (1) accident, regardless of the number of *losses*, is limited to three hundred thousand dollars (\$300,000).

EXPOSURE AND DISAPPEARANCE

Unavoidable exposure to the elements will be covered as any other *loss*, provided such exposure is sustained within the Scope of Coverage. The *insured person* will be presumed to have suffered accidental *loss* of life if the *insured person's* body is not found within one (1) year after the disappearance, stranding, sinking or wrecking of any *common carrier* onboard which the *insured person* was riding at the time of the accident, subject to all other terms of the Policy.

EXCLUSIONS

The Policy does not cover *loss* caused by or resulting from any of the following:

1. Intentional self-inflicted injuries;
2. Suicide or attempted suicide;
3. Sickness, disease, medical conditions and bacterial infection of any kind;
4. Any act of declared or undeclared war;
5. Commission or attempted commission of a criminal offence by the *insured person*;
6. Riding onboard a *common carrier* with a status other than *passenger*;
7. Noncompliance with any medical therapy or medical *treatment* (as determined by the Company) or failure to carry out a physician's instructions;
8. Abuse of drugs, medication and/or alcohol if such abuse caused or contributed to the accident;
9. Nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force.

INDIVIDUAL TERMINATION OF INSURANCE

The insurance coverage of any *insured person* shall terminate on the earliest of the following:

- a. When the *insured person* has alighted from a *common carrier* and has departed from the terminal, station, pier or airport;
- b. The date the Policy is terminated; or
- c. The date the *card* account is no longer in *good standing*.

NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS TO SUBMIT A CLAIM, PLEASE CALL:

If in Canada or the U.S., please call 1-833-429-2746 toll free. Call +416-920-0938 collect from anywhere in the world.

When the Company is told of a claim, they will provide the claimant forms for filing proof of loss.

Notice of claim must be given to the Company as soon as reasonably possible. Where possible, written notice should be given to the Company within ninety (90) days after the *occurrence* of any *loss*. Such notice given by or on behalf of the *insured person* must provide particulars sufficient to identify the *cardmember*.

Benefits payable under the Policy for any *loss* will be paid upon receipt of due proof of *loss*.

GENERAL PROVISIONS

1. This certificate contains only the principal provisions of the Policy; in the event of any conflict the Policy shall govern, subject to any applicable law to the contrary.
2. All sums payable under this certificate shall be in the legal currency of Canada.
3. The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
4. No statements or representations made by employees of Brim, or employees or agents of the Company can vary the terms of this coverage.
5. The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

BENEFICIARY

Benefits payable in the event of the *loss* of life of a *cardmember* will be payable to the estate of the *cardmember*. All other benefits will be payable to the *cardmember*.

PHYSICAL EXAMINATION AND AUTOPSY

The Company, at its expense, has the right to have the *insured person* examined as often as reasonably necessary while a claim is pending. It may also conduct an autopsy unless prohibited by law.

LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE

PLEASE READ THIS CERTIFICATE CAREFULLY.

Royal & Sun Alliance Insurance Company of Canada (herein called the “Company”) provides the insurance for this certificate under Master Policy **PSI052693963** issued to Brim Financial Inc. (herein called “Brim”) and dated November 1, 2017 (herein called the “Policy”). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate outlines what Purchase Security & Extended Warranty Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that *you* read and understand this certificate as *your* coverage is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if in Canada or Continental U.S., please call 1-833-429-2746 toll free. Call +416-920-0938 collect from anywhere else in the world.

DEFINITIONS

Throughout this certificate all *italicized* terms have the specific meaning described below:

“**Card**” means the Mastercard issued in Canada by Brim.

“**Cardmember**” means the holder of a *card* that is in *good standing*, whose name is embossed on such *card*.

“**Good Standing**” means that the *card* account is not more than ninety (90) days past due, credit has not been revoked and the *card* has not been cancelled.

“**Insured Item**” means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business for commercial purposes), for which the full *purchase price* is charged to the *card*.

“**Manufacturer’s Warranty**” means an expressly written warranty issued by the manufacturer of the *insured item* at the time of purchase. The *manufacturer’s warranty* must be valid in Canada or the United States. The *manufacturer’s warranty* must be provided free of charge with the purchase of the *insured item* and must not be an extended or supplemental warranty that is purchased.

“**Occurrence**” means a *loss* or *losses* arising from a single event or incident which is neither expected nor intended by a *cardmember*.

“**Other Insurance**” means any and all policies of insurance or indemnity which provide additional coverage to a *cardmember* for theft or damage covered under this Policy and as further defined in Section 5 of this certificate.

“**Purchase Price**” means the actual cost of the *insured item*, including any applicable sales tax, as shown on the store receipt and charged to the *cardmember’s card*. This includes any charges to the *card* that are paid for through the redemption of points from the *card* reward program.

PURCHASE SECURITY

- a. Coverage – The Purchase Security feature automatically, without registration, protects most insured items of personal property when the full *purchase price* is charged to the *card* by insuring the item for ninety (90) days from the date of purchase in the event of theft or direct physical damage, anywhere in the world, if the item is not covered by *other insurance*. If the item is stolen or damaged, it will be replaced, repaired, or the *cardmember* will be reimbursed, at the discretion of the Company. Items the *cardmember* gives as gifts are covered under Purchase Security subject to compliance with the terms and conditions of the Policy.
- b. Limitations – Indemnification for *loss* is limited to \$1,000 per *cardmember* per *occurrence* (even if the *occurrence* involves more than one *insured item*) and is further subject to the terms, conditions and exclusions set forth in this certificate.
- c. Excluded Items – Purchase Security does not provide coverage for the following items: items purchased by or for use by a business for commercial purposes, inherent product defects, travellers’ cheques, cash, tickets, and any other negotiable instruments, bullion, rare or precious coins, art objects, animals, living plants, services, used and pre-owned items including antiques and demos, perishables such as food and liquor, ancillary costs incurred in respect of an *insured item* and not forming part of the *purchase price*; automobiles, motorboats, airplanes, and any other motorized vehicles, parts, accessories and labour thereof. Jewellery in baggage is covered only if hand carried by the *cardmember* or by a person travelling with the *cardmember* previously known to the *cardmember*. Jewellery stolen from baggage not hand carried is not covered unless the *cardmember’s* baggage is stolen in its entirety; in which case, the *loss* is subject to a limitation of \$1,000 per *occurrence*.

EXTENDED WARRANTY INSURANCE

- a. Coverage – The Extended Warranty Insurance feature automatically, without registration, provides cardmembers with double the term of the *manufacturer’s warranty* up to a maximum of one additional full year commencing immediately following the expiry of the applicable *manufacturer’s warranty* on most items purchased anywhere in the world when the full *purchase price* is charged to the *card* and the original *manufacturer’s warranty* is honoured in Canada or the United States. Valid warranties of up to five (5) years are eligible under this Extended Warranty Insurance. Items the *cardmember* gives as gifts are covered under Extended Warranty Insurance subject to compliance with the terms and conditions of the Policy.
- b. Excluded Items – Extended Warranty Insurance does not cover the following items and services: items purchased by or for use by a business for commercial purposes, automobiles, motorboats, airplanes and other motorized vehicles, and parts and accessories thereof; services; dealer and assembler warranties, normal wear and tear, used and pre-owned items, including demos, normal course of play, negligence, misuse and abuse, willful acts or omissions and improper installation or alteration, ancillary costs, and any repair or replacement that would not have been covered under the *manufacturer’s warranty*.

ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS APPLICABLE TO PURCHASE

SECURITY & EXTENDED WARRANTY INSURANCE

- a. Limits of Liability – There is a maximum total limit of liability per *cardmember* of \$25,000 per policy year for claims under Purchase Security & Extended Warranty Insurance combined in respect of all Brim cards held by a *cardmember*. The *cardmember* is entitled to receive the lesser of: the cost of repairs; the actual cash value of the *insured item* immediately prior to the *loss*; the *purchase price* of the *insured item*; or the *cardmember's* credit limit as authorized by Brim. Claims for insured items belonging to and purchased as a pair or set will be paid for at the full *purchase price* of the pair or set providing that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of a pair or set are usable individually, liability will be limited to payment equal to a proportionate part of the *purchase price* that the number of stolen or damaged parts bear to the number of parts in the complete pair or set. The Company, at its sole option, may elect to (a) repair, rebuild, or replace the stolen or damaged item (whether in whole or in part) or (b) pay cash for said item, not exceeding the *purchase price* thereof and subject to the exclusions, terms and limits of liability as stated in the Policy.
- b. Exclusions – Losses resulting from fraud, abuse, hostilities of any kind (including war, invasion, rebellion, or insurrection), confiscation by authorities, risks of contraband, illegal activities, willful acts or omissions, normal wear and tear, normal course of play, flood, earthquake, radioactive contamination, inherent product defect, items consumed in use, or mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another) are not covered under Purchase Security & Extended Warranty Insurance nor are incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

OTHER INSURANCE

The insurance extended by the Company is issued strictly as excess coverage and does not apply as contributing insurance. This Policy is not a substitute for *other insurance* and covers cardmembers only to the extent a permitted claim for an *insured item* exceeds the coverage of *other insurance*. This Policy also provides coverage for the amount of the *deductible* of *other insurance*. The coverage afforded by the Company takes effect only when the limits of the *other insurance* have been reached and paid to the *cardmember* regardless of whether the *other insurance* contains provisions purporting to make the coverage of such *other insurance* non-contributory or excess.

SUBROGATION

As a condition to the payment of any claim to a *cardmember* under the Policy, the *cardmember* shall, upon request, transfer the damaged item to the Company and assign to the Company all legal rights which the covered person has against all other parties for the *loss*. The *cardmember* shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the *cardmember*.

BENEFITS TO CARDMEMBER ONLY

This protection shall enure only to the benefit of the *cardmember*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The *cardmember* shall not assign these benefits

without prior written approval of the Company. Permission is granted for the *cardmember* to transfer benefits on gifts as provided in this certificate and the Policy.

DUE DILIGENCE

The *cardmember* shall use diligence and do all things reasonable to avoid or diminish any theft of or damage to property protected by Purchase Security & Extended Warranty Insurance. The Company will not unreasonably apply this provision to avoid claims under the Policy. Where damage is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the *cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The Company will require evidence of such notice with the Loss Report prior to settlement to a claim.

FALSE CLAIM

If a *cardmember* makes any claim knowing it to be false or fraudulent in any respect, such *cardmember* shall no longer be entitled to the benefit of these protections nor to the payment of any claim made under the Policy.

LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the *cardmember's* province of residence.

SANCTIONS

The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS TO SUBMIT A CLAIM, PLEASE CALL:

If in Canada or the U.S., please call 1-833-429-2746 toll free. Call +416-920-0938 collect from anywhere else in the world.

Notice of any *occurrence* of theft or damage of an *insured item* must be given within forty-five (45) days thereafter. A *cardmember's* failure to give such notice within forty-five (45) days after the theft or damage to the *insured item* may result in denial of the related claim. In the event that the *cardmember* has homeowner's or tenant's insurance (primary insurance), the *cardmember* must file with the insurer of that coverage in addition to filing with the Company. If the theft or damage is not covered under the primary insurance, the *cardmember* may be required to provide a letter from the primary insurer indicating so, and/or a copy of their policy. In addition, the *cardmember* must, within ninety (90) days from the date of the theft or damage, complete, sign and return the Company's Loss Report to the Company.

The *cardmember* must provide details to substantiate the theft or damage, together with original copies, not photocopies, of the *cardmember's* receipt and/or the statement, store receipt, *manufacturer's warranty* where applicable, police report, if obtainable, fire insurance claim or loss report, primary insurance documentation and payment, if the *cardmember* has *other insurance*, and any other information reasonably necessary to determine the *cardmember's* eligibility for benefits hereunder.

If the item is stolen or damaged the *cardmember* may be required to replace the item and provide original copies of both receipts. Prior to proceeding with any repair services the *cardmember* must obtain approval for the repair services and of the repair facility from the Company. At the Company's sole discretion, the *cardmember* may be required to send at the *cardmember's* expense and risk, the damaged item on which a claim is based to the address designated by the Company. The Company's payment made in good faith with respect to a claim will discharge the Company to the extent of the claim.

MOBILE DEVICE INSURANCE

PLEASE READ THIS CERTIFICATE CAREFULLY.

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") provides the insurance for this certificate under Master Policy PSI052694010 issued to Brim Financial Inc. (herein called "Brim") and dated November 1, 2017 (herein called the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate outlines what *Mobile Device Insurance* is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that *you* read and understand this certificate as *your* coverage is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if in Canada or the U.S., please call 1-833-429-2746 toll free. Call +416-920-0938 collect from anywhere else in the world.

This policy contains a clause which may limit the amount payable.

DEFINITIONS

Throughout this certificate all *italicized* terms have the specific meanings described below:

"*Accidentally Damaged*" means *your mobile device* has been damaged by an unexpected and unintentional external event, such as drops, cracks and spills that occur during normal daily usage of the *mobile device* as the manufacturer intended. "**Card**" means the Mastercard issued in Canada by Brim.

"**Cardmember**" means the holder of a *card* that is in *good standing*, whose name is embossed on such *card*.

“Deductible” means the dollar amount in Canadian dollars (CAD) which the *cardmember* must pay before any remaining covered expenses are reimbursed under this certificate.

“Family Member” means *your spouse*, mother, father, step-parent, in-law, daughter, son, stepchild, sister, brother, step sibling, grandparent, grandchild, aunt, uncle, niece, or nephew.

“Good Standing” means that the *card* account is not more than ninety (90) days past due, credit has not been revoked and the *card* has not been cancelled.

“Mobile Device” means a new portable computing device such as a cell phone, smartphone or tablet with Internet-based and/or wireless communication capabilities (not purchased by a business and/or used for business or for commercial purposes).

“Other Insurance” means any and all policies of insurance or indemnity which provide additional coverage to a *cardmember* for *loss*, theft or damage covered under this certificate and as further defined later in this certificate.

“Purchase Price” means the full cost of the *mobile device* including any applicable taxes and less any costs or fees associated with the *mobile device* purchased, such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees. The full *purchase price* must be charged to the *cardmember’s card* and includes any charges that are paid for through the redemption of points from the *card* reward program.

“We” and **“Our”** mean Royal & Sun Alliance Insurance Company of Canada.

“You” and **“Your”** mean the *cardmember*.

ELIGIBILITY

You are eligible for *Mobile Device* Insurance coverage when you charge the *purchase price* of a *mobile device* on *your card* while this coverage is in force, provided that *you* meet the following criteria:

When you charge the purchase price of your mobile device to your card:	When you finance the purchase price of your mobile device through a Canadian wireless service provider’s installment plan:
<ol style="list-style-type: none">1. <i>you</i> must charge the full <i>purchase price</i> of the <i>mobile device</i> to <i>your card</i>; and2. if the <i>mobile device</i> is equipped with cellular data technology, <i>you</i> must activate <i>your mobile device</i> with a Canadian wireless service provider.	<ol style="list-style-type: none">1. <i>you</i> must charge <i>your</i> wireless service provider’s installment plan bill payments to <i>your card</i> for the entire duration of <i>your</i> contract with the Canadian wireless service provider.

Original receipts and other documents described herein must be submitted at time of claim. In no event shall a corporation, partnership or business entity be eligible for the insurance provided by this certificate.

COVERAGE PERIOD

When Does Your Coverage Begin?

When you charge the purchase price of your mobile device to your card, this coverage begins:	When you finance the purchase price of your mobile device through a Canadian wireless service provider's installment plan, this coverage begins on:
ninety (90) days from the date of purchase of <i>your mobile device</i> .	the date the second (2 nd) consecutive Canadian wireless service provider's installment plan bill payment is charged to <i>your card</i> .

When Does Your Coverage End?

When you charge the purchase price of your mobile device to your card, this coverage ends on the earliest of:	When you finance the purchase price of your mobile device through a Canadian wireless service provider's installment plan, this coverage ends on the earliest of:
<ol style="list-style-type: none">1. two (2) years from the date of purchase of <i>your mobile device</i>; or2. the date the <i>card</i> is cancelled, closed or ceases to be in <i>good standing</i>; or3. the date the Policy terminates.	<ol style="list-style-type: none">1. two (2) years from the date of purchase of <i>your</i> Canadian wireless service provider's installment plan; or2. the date <i>your</i> monthly wireless bill payment for <i>your</i> Canadian wireless service provider's installment plan was not charged to <i>your card</i>. Exception: this no longer applies once <i>purchase price</i> of <i>your mobile device</i> has been fully paid under <i>your</i> Canadian wireless service provider's installment plan; or3. the date the <i>card</i> is cancelled, closed or ceases to be in <i>good standing</i>; or4. the date the Policy terminates.

BENEFITS

If *your mobile device* is lost, stolen, or is *accidentally damaged*, we will reimburse *you* the lesser of its repair or replacement cost, not exceeding the depreciated value* of *your mobile device* at time of *loss*, less a 10% deductible, to a maximum of \$500 CAD, subject to the Limitations and Exclusions outlined in this certificate.

*The depreciated value of *your mobile device* at date of *loss* is calculated by deducting from the *purchase price* of *your mobile device* a depreciation cost of two percent (2%) for each completed month from the date of purchase.

For example, if you purchase a new *mobile device* for a *purchase price* of \$500 on March 1, and *your mobile*

device is lost or stolen and you file a claim on January 21 of the following year, the maximum amount of reimbursement available to you is calculated as follows:

We calculate the depreciated value of your mobile device:

Purchase price	\$500
Less depreciation cost	- \$100 (\$500 X 2% X 10 months)
Depreciated value	\$400
Less deductible	- \$40 (\$400 X 10%)
Maximum reimbursement	\$360

In the example above, if your mobile device is *accidentally damaged* and you file a repair claim for a total repair cost of \$200 including applicable taxes, upon approval of your claim, the maximum reimbursement available to you is \$180, (\$200 less a 10% deductible).

All claims are subject to the terms, conditions, and Limitations and Exclusions set out in this certificate. For details on how to file your claim, please refer to the Notice of Loss/Proof of Loss/ Payment of Claims section.

LIMITATIONS AND EXCLUSIONS

This coverage does not replace the *manufacturer's warranty* or warranty obligations; however this coverage provides certain benefits for which the manufacturer may not provide coverage. Parts and services covered by the *manufacturer's warranty* and warranty obligations are the responsibility of the manufacturer only.

Mobile Device Insurance is in excess of any other applicable valid insurance, indemnity, warranty or protection available to you in respect of the item(s) subject to the claim. If you have one or more card(s) provided by Brim which provide Mobile Device Insurance, the maximum number of claims under all such cards is limited to one (1) claim in any twelve (12) consecutive month period and two (2) claims in any forty-eight (48) consecutive month period.

Mobile Device Insurance does not cover the following:

1. accessories for your mobile device, whether purchased separately or contained in the original manufacturer's package;
2. batteries;
3. mobile devices purchased for resale or for business use;
4. used, previously owned, or refurbished mobile devices;
5. mobile devices that have been modified from their original state;
6. mobile devices being shipped, until received and accepted by you in new and undamaged condition; and

7. mobile devices stolen from baggage unless such baggage is hand carried under the personal supervision of the *cardmember* or such *cardmember's* travelling *companion* with the *cardmember's* knowledge.

Mobile Device Insurance does not provide benefits for:

- a. *losses* or damage resulting directly or indirectly from:
 1. fraud, misuse or lack of care, improper installation, mechanical breakdown, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another), or inherent product defects;
 2. power surges, artificially generated electrical currents or electrical irregularities;
 3. any *occurrence* that results in catastrophic damage beyond repair;
 4. cosmetic damage that does not affect functionality;
 5. software, wireless service provider or network issues;
 6. theft or intentional or criminal acts by the *cardmember* or, to the extent permitted by applicable law, *family member*; or
- b. incidental and consequential damages including bodily injury, *loss* of use, property, punitive and exemplary damages and legal fees.

NOTICE OF LOSS/ PROOF LOSS/PAYMENT OF CLAIMS

In the event of *loss* or theft, *you* must notify *your* wireless provider to suspend *your* wireless services within forty-eight (48) hours of the date of *loss*. In the event of theft, *you* must also notify the police within seven (7) days of the date of *loss*.

TO SUBMIT A CLAIM, PLEASE CALL:

In Canada or the U.S., please call 1-833-429-2746 toll free. Call +416-920-0938 collect from anywhere else in the world, immediately after learning of a *loss*, or an *occurrence* which may lead to a *loss* covered under the Policy, but in no event later than fourteen (14) days from the date of *loss* and PRIOR to proceeding with any action or repairs/replacements, *you* will then be sent a claim form.

If *you* submit a claim for a *mobile device* that has been *accidentally damaged*, *you* must obtain a written estimate of the cost to repair *your mobile device* by a repair facility authorized by the original *mobile device* manufacturer.

You will be required to submit a completed claim form containing the time, place, cause and amount of *loss*, and provide documentation to substantiate the claim including the following:

1. the original sales receipt detailing the cost, date and description of purchase;
2. the date and time *you* notified *your* wireless service provider of *loss* or theft;
3. a copy of the original *manufacturer's warranty* (for *accidentally damaged* claims);
4. a copy of the written repair estimate (for *accidentally damaged* claims);
5. if *you* charged the full *purchase price* to *your card*, the *card* statement showing the charge;
6. if *your mobile device* was financed through a Canadian wireless service provider's installment plan, proof of non-interrupted wireless installment bill payments charged to the *card* for up to twelve (12) months immediately preceding the date of *loss* and details indicating the cost of the *mobile device* and amount that has been paid; and
7. a police report, fire insurance claim or *loss* report, primary insurance documentation and payment, if the *cardmember* has *other insurance*, and any other information reasonably necessary to determine the *cardmember's* eligibility for benefits hereunder.

At the sole discretion of the Company, *you* may be required to send, at *your own* expense, the damaged item on which a claim is based to the Company in order to support *your* claim. Prior to proceeding with any repair services or replacement of the *mobile device*, *you* must obtain the Company's approval in order to ensure eligibility for payment of *your* claim.

The Company will request, at its sole discretion, that *you* repair or replace the *mobile device*. *You* must charge the cost of the repair or replacement to *your card*. A replacement *mobile device* must be of the same make and model as the original *mobile device*, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original *mobile device*.

NOTICE AND PROOF OF CLAIM

Written notice and proof of claim must be given to the Company as soon as reasonably possible after the *occurrence* or commencement of any *loss* covered under the Policy, but in all events, provided within ninety (90) days of the date of such *loss*. Written notice given by or on behalf of the claimant to the Company, with information sufficient to identify the *cardmember*, shall be deemed notice of claim to the Company.

PAYMENT OF CLAIM

Benefits payable under the Policy will be paid upon receipt of full written proof of *loss*, as determined by the Company. Payment made in good faith in respect of a claim will discharge the Company to the extent of that claim. No person or entity other than the *cardmember* shall have any right, remedy or claim, legal or equitable, to the benefits.

ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this certificate.

1. This certificate contains only the principal provisions of the Policy; in the event of any conflict the Policy shall govern, subject to any applicable law to the contrary.
2. All amounts are payable in Canadian funds and no amount payable shall carry interest.
3. The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
4. No statements or representations made by employees of Brim, *our* employees, or *our* agents can vary the terms of this coverage.

OTHER INSURANCE

The insurance extended by the Company is issued strictly as excess coverage and does not apply as contributing insurance. The Policy is not a substitute for *other insurance* and covers cardmembers only to the extent a permitted claim for an insured *mobile device* exceeds the coverage of *other insurance*. The Policy also provides coverage for the amount of the *deductible* of *other insurance*. The coverage afforded by the Company takes effect only when the limits of the *other insurance* have been reached and paid to the *cardmember* regardless of whether the *other insurance* contains provisions purporting to make the coverage of such *other insurance* non-contributory or excess.

SUBROGATION

As a condition to the payment of any claim to a *cardmember* under the Policy, the *cardmember* shall, upon request, transfer the damaged item to the Company and assign to the Company all legal rights which the covered person has against all other parties for the *loss*. The *cardmember* shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the *cardmember*.

BENEFITS TO CARDMEMBER ONLY

This protection shall enure only to the benefit of the *cardmember*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The *cardmember* shall not assign these benefits.

DUE DILIGENCE

The *cardmember* shall use diligence and do all things reasonable to avoid or diminish any *loss* of, theft of or damage to property protected by this insurance. The Company will not unreasonably apply this provision to avoid claims under the Policy. Where damage or *loss* is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so due, the *cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The Company will require evidence of such notice with the Loss Report prior to settlement to a claim.

FALSE CLAIM

If a *cardmember* makes any claim knowing it to be false or fraudulent in any respect, such *cardmember* shall no longer be entitled to the benefits of these protections nor to the payment of any claim made under the Policy.

LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislations) in the *cardmember's* province of residence.

SANCTIONS

The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions (“Sanctions”) imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

EVENT TICKET PROTECTOR INSURANCE

PLEASE READ THIS CERTIFICATE CAREFULLY.

Royal & Sun Alliance Insurance Company of Canada (herein called the “Company”) provides the insurance for this certificate under Master Policy **PSI052694029** issued to Brim Financial Inc. (herein called “Brim”) and dated November 1, 2017 (herein called the “Policy”). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *cardmember* or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of Brim and the Company at any time without notice. This certificate replaces any and all certificates previously issued to the *cardmember* with respect to the Policy.

This certificate describes what *Event Ticket* Protector Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that *you* read and understand this certificate as *your* coverage is subject to certain limitations or exclusions. For confirmation of coverage or any questions concerning the details contained herein, if in Canada or the U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere else in the world.

DEFINITIONS

Throughout this certificate all italicized terms have the specific meanings described below:

“**Card**” means the Mastercard issued in Canada by Brim.

“Cardmember” means the holder of a *card* that is in **good standing** whose name is embossed on such *card*.

“Common Carrier” means a conveyance (bus, taxi, train, boat, airplane or other vehicle) which is licensed, intended and used to transport paying passengers.

“Companion” means a person who possesses a *ticket* to the same event(s) and venue as *you* and who intends to use the *ticket* with *you*.

“Covered Incident” means an incident listed under the Description of Benefits section of this certificate.

“Delay” means any *delay* other than a *transportation accident*.

“Destroyed Ticket” means a *ticket* that cannot be redeemed as a direct result of a misfortune experienced by *you* which takes place prior to the event and destroys *your ticket*.

“Doctor” means someone who is not *you* or a *family member*, and who is licensed to prescribe drugs and administer *medical treatment* (within the scope of such licence).

“Family Member” means *your spouse*, mother, father, step-parent, in-law, daughter, son, stepchild, sister, brother, step sibling, grandparent, grandchild, aunt, uncle, niece, or nephew.

“Event” means a public gathering for an audience for sports or performing arts which is legal, and which requires an admission fee in exchange for a *ticket*.

“Good Standing” means that the *card* account is not more than ninety (90) days past due, credit has not been revoked and the *card* has not been cancelled.

“Immediate Family Member” means *your spouse*, mother, father, step-parent, in-law, daughter, son, step-child, sister, brother, step sibling.

“Lost Ticket” means a *ticket* misplaced and not located or located after the event for which it was purchased.

“Medical Emergency” means any sudden and unforeseen event that makes it necessary to receive immediate *treatment* from a licensed *doctor* or to be hospitalized.

“Occurrence” means all *losses* arising from a single *covered incident*. This includes the expenses charged to *your card* for the entire cost of the purchase, separately or together, of any number of *tickets* for the same event, including *ticket* handling fees.

“Other Insurance” means any and all policies of insurance or indemnity which provide additional coverage to a *cardmember* for *loss*, theft or damage covered under this certificate and as further defined later in this certificate.

“Producer” means the person or group of persons who provide the financial backing and who are responsible for conducting the event.

“Refund” means any cash, credits, recoveries, reimbursements, or vouchers *you* receive or are entitled to receive.

“Season Ticket” means the purchase of admission as a subscriber or season ticketholder to a series of similar sports or performing arts *events* to be attended over a period of weeks, months or a year.

“Ticket” means written evidence permitting admission to an *event*, including a *season ticket*, which clearly indicates the name of the *event*, the date on which the *event* is to take place and the *event venue*, by means of which a *loss* can be established. *Ticket* does not include transportation on a vehicle of any kind to or at an *event* or parking at an *event*.

“Ticket Cost” means the total amount paid for the *ticket* including any service and handling fees. The full *ticket cost* must be charged to the *cardmember’s card* and includes any charges that are paid for through the redemption of points from the *card* reward program.

“Transportation Accident” means physical damage to the vehicle transporting *you* to the *event* which delays or ends *your* travel and causes *you* to miss the *event*.

“Treatment” means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *doctor* including, but not limited to, consultation, prescribed medication, investigative testing, hospitalization or surgery.

“Venue” means the name and location of the facility where the *event* is to take place.

“We”, “Our” and “Us” mean Royal & Sun Alliance Insurance Company of Canada.

“You” and “Your” mean the *cardmember*.

COVERAGE OVERVIEW

Event Ticket Protector Insurance provides coverage to a *cardmember* when the full *ticket cost* has been charged to the *cardmember’s card* and the *cardmember* cannot use the *ticket* due to a *covered incident* for which benefits are payable under this certificate. *Event Ticket Protector Insurance* provides reimbursement for the non-refundable portion of the *ticket cost* up to \$1,000 CAD per *occurrence*, for tickets purchased through a primary *ticket* outlet. *Event Ticket Protector Insurance* does not cover cancellation due to a personal change in plans.

If *ticket* reimbursement, due to a *covered incident* for which benefits are provided under this certificate, is provided to *you* by a *producer*, *venue*, or *other insurance*, the coverage provided by the *Event Ticket Protector Insurance* shall be deemed secondary and will pay only that portion of the *ticket* expense not reimbursed by the *producer*, *venue*, or *other insurance*.

DESCRIPTION OF BENEFITS

Benefits are payable only to *you* when the expense of the *ticket* has been fully charged to *your card*, when a *loss* occurs as a result of any of the following covered incidents:

1. *your medical emergency treatment;*
2. *medical emergency treatment of a companion or an immediate family member,*
3. *cancellation of the event by the producer or venue without providing full reimbursement of the ticket cost, an equal value ticket or a rain check;*
4. *catastrophe, regardless of cause, in the immediate vicinity of the event site to which your access is prevented by governmental authority;*
5. *a transportation accident which causes you to miss the event;*
6. *a delay of the common carrier used for transportation;*
7. *a destroyed ticket;*
8. *the theft of a ticket;*
9. *being called for jury duty; subpoenaed as a witness; or required to appear as a party in a judicial proceeding;*
10. *your death;*
11. *death of a companion or an immediate family member,*
12. *being summoned to service in the case of reservists, active military, police, essential medical personnel and fire personnel; or*
13. *a lost ticket.*

EXCLUSIONS

Benefits are not payable if the *loss* for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by the following:

1. *sickness or injury of the cardmember, a companion, or an immediate family member, other than as defined by medical emergency;*
2. *delay;*
3. *fraud or illegal activity of any kind by you;*
4. *confiscation by any governmental authority;*
5. *active participation in a civil public disturbance or protest; or*

6. negligent failure of a duty to care by any third party in whose possession a *ticket* has been temporarily placed by *you*.

NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS TO SUBMIT A CLAIM, PLEASE CALL:

If in Canada or the U.S., *you* must call 1-833-429-2746 toll free. Call +416-920-0938 collect from anywhere else in the world, immediately on the day of learning of a *loss* or a covered incident which may lead to a claim covered under the Policy, but in no event later than 24 hours from the *loss* occurring.

Documentation to Submit When Filing a Claim

As a condition to the payment of benefits under this insurance, we will require certain information from *you* if *you* need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

- Original unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost and *occurrence* of the event *ticket* cancellation
- Proof of the injury, illness or hospitalization resulting in *your* missing the ticketed event.
- Documentation of refunds received from the *venue* or promoter.
- Copy of the *venue* or promoter's literature that describes penalties.
- Documentation from the *venue* or promoter stating the non-refundable amounts of the *ticket(s)* costs.
- A copy of the death certificate in the event of a death.
- Completion of any claim form supplied to *you* by *us*. Forward this documentation to:

Royal & Sun Alliance Insurance Company of Canada Claims Management Services

2225 Erin Mills Parkway, Suite 1000
Mississauga, Ontario L5K 2S9

PROOF OF LOSS

Proof of *loss* requires that *you* send *us* all the information we request, at *your* expense, in order that *your* claim may be evaluated and that we may make a determination as to whether the claim may be paid.

Except in the instance of theft, destroyed *ticket* or lost *ticket*, as noted under the Description of Benefits, we will require that *you* provide *us* with the *ticket* which could not be used because of a covered incident for which insurance is provided under this insurance. In addition to the *ticket*, we will ask that *you* include with *your* proof of *loss* any documentation we may request in order to establish the existence of a covered incident eligible for coverage under the

Description of Benefits. We reserve the right to deny the claim if the *ticket* *you* submit as part of *your* proof of *loss* evidences redemption by any mark, stamp, hole, tear or other evidence of redemption.

If admission to an event was charged to *your card*, but in lieu of a *ticket you* received only confirmation of admission by e-mail or the promise of admission to the event upon picking up a *ticket* at the event, and if a *covered incident* occurred for which a claim may be payable under this insurance, *you* must cooperate with *us* in providing proof of *loss* as to the *covered incident*, and we will attempt to complete the necessary research to determine that the charge to *your card* was for admission to the event as claimed by *you*.

You must provide satisfactory proof of *loss* as soon as possible after we have informed *you* as to what *you* must provide *us* and in no case more than 90 days after being so informed, except if it can be shown that it was provided as soon as reasonably possible.

Proof of *loss* documentation may be mailed to *us* at the same address as listed above for mailing a notice of claim.

NOTICE AND PROOF OF CLAIM

At the time *you* provide *us* with notice of claim, we will assist *you* with *your* proof of *loss* by providing *you* with instructions and with documents, which *you* must complete and return to *us*. *You* are required to cooperate with *us* and provide documentation as requested by *us* which is required and necessary to process *your* claim and determine if benefits are payable. If all required documentation is not received within 90 days of the date of the *covered incident* (except for documentation which has not been furnished for reasons beyond *your* control), coverage may be denied. It is *your* responsibility to provide all required documentation necessary.

Written notice and proof of claim must be given to the Company as soon as reasonably possible after the occurrence or commencement of any *loss* covered under the Policy, but in all events, provided within ninety (90) days of the date of such *loss*. Written notice given by or on behalf of the claimant to the Company, with information sufficient to identify the *cardmember*, shall be deemed notice of claim to the Company.

PAYMENT OF CLAIMS

If *ticket* reimbursement, due to a *covered incident* for which benefits are provided under this certificate, is provided to *you* by a *producer*, *venue*, or *other insurance*, the coverage provided by the Event Ticket Protector Insurance becomes secondary and will pay only that portion of the *ticket* expense not reimbursed by the *producer*, *venue*, or *other insurance*.

If *your* proof of *loss* demonstrates that *your* claim is payable according to this certificate, we will reimburse *you* the amount charged to *your card* for the event *ticket you* purchased, less any reimbursement *you* may receive, up to the maximum coverage limit as stated in the Coverage Overview section.

When a *covered incident* has caused *you* to experience a *loss* for the total charge to *your card* and that charge is more than the maximum coverage limit of the *ticket*, eligible benefits will be available up to the maximum coverage limit. When a *covered incident* has caused *you* to experience a *loss* in conjunction with a season *ticket*, eligible benefits will be available for the missed events, on a pro rata basis determined by series length for season tickets.

Benefits are only eligible for a *cardmember* who experienced a *loss* for which this insurance provides benefits. The *cardmember* will be reimbursed only for those tickets and on a pro rata basis.

Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Company. Payment made in good faith in respect of a claim will discharge the Company to the extent of that claim. No person or entity other than the *cardmember* shall have any right, remedy or claim, legal or equitable, to the benefits.

ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this certificate.

OTHER INSURANCE

The insurance extended by the Company is issued strictly as excess coverage and does not apply as contributing insurance. The Policy is not a substitute for *other insurance* and covers cardmembers only to the extent a permitted claim for a covered *loss* exceeds the coverage of *other insurance*. The Policy also provides coverage for the amount of the *deductible* of *other insurance*. The coverage afforded by the Company takes effect only when the limits of the *other insurance* have been reached and paid to the *cardmember* regardless of whether the *other insurance* contains provisions purporting to make the coverage of such *other insurance* non-contributory or excess.

SUBROGATION

As a condition to the payment of any claim to a *cardmember* under the Policy, the *cardmember* shall, upon request, transfer the damaged item to the Company and assign to the Company all legal rights which the covered person has against all other parties for the *loss*. The *cardmember* shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the *cardmember*.

BENEFITS TO CARDMEMBER ONLY

This protection shall enure only to the benefit of the *cardmember*. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The *cardmember* shall not assign these benefits.

DUE DILIGENCE

The *cardmember* shall use diligence and do all things reasonable to avoid or diminish any *loss* of, theft of or damage to property protected by the Policy. The Company will not unreasonably apply this provision to avoid claims under the Policy. Where damage or *loss* is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the *cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The Company will require evidence of such notice with the *Loss Report* prior to settlement to a claim.

FALSE CLAIM

If a *cardmember* makes any claim knowing it to be false or fraudulent in any respect, such *cardmember* shall no longer be entitled to the benefits of these protections nor to the payment of any claim made under the Policy.

LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

SANCTIONS

The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions (“Sanctions”) imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under the policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Royal & Sun Alliance Insurance Company of Canada is committed to protecting *your* privacy and the confidentiality of *your* personal information. We will collect, use and disclose personal information for the purposes identified in *our* Privacy Policy. To obtain more information, *you* can review *our* Privacy Policy online at www.rsagroup.ca or request a copy by calling 1-888-877-1710.

Brim Mastercard®

CERTIFICATES OF INSURANCE

Effective Date: May 1, 2018



Customer Service:

If in Canada or the U.S., please call **1-833-429-2746** toll free. Call **+416-920-0938** collect from anywhere in the world.

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